

EMPLOYMENT CONTRACT

This Contract is made this day of October 28, 2019, between

Sparta BOARD OF EDUCATION
in Sussex County (hereinafter "the Board")
with offices located at
18 Mohawk Ave
Sparta, New Jersey 07871
and

Michael A. Rossi, Jr., Ph.D. (hereinafter "the Superintendent").

THIS EMPLOYMENT CONTRACT replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein.

PREAMBLE WITNESSETH

WHEREAS, the Board desires to employ the Superintendent as the Chief Education Officer of the school district; and,

WHEREAS, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

WHEREAS, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

WHEREAS, the Superintendent is the holder of an appropriate certificate as prescribed by the State Board of Education and as required by *N.J.S.A. 18A:17-17*;

NOW, THEREFORE, in consideration of the following mutual promises and obligations, the parties agree as follows:

ARTICLE I
EMPLOYMENT

The Board hereby agrees to employ Michael A. Rossi, Jr., Ph.D., as Superintendent of Schools for the period of October 29, 2019 through 11:59 p.m. June 30, 2024. The parties acknowledge that this Contract must be approved by the Sussex County Executive County Superintendent in accordance with applicable law and regulation.

ARTICLE II
CERTIFICATION

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement.

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned post-secondary degrees to the Board of Education. These transcripts will be kept on file in the Board office.

ARTICLE III
DUTIES

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation if it would interfere with the proper performance of his duties. Should the Superintendent choose to engage in such outside activities on weekends, on his vacation time, or at other times when he is not required to be present in the district, he shall retain any honoraria paid. The Superintendent shall notify the Board President in the event he is going to be away from the district on district business for four (4) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require him to work long and irregular hours, and require that he attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to him. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out his duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All

duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying him that his employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well-being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

ARTICLE IV **SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary. The Board shall provide the following salary as part of the Superintendent's compensation:

a. Initial Salary. Effective October 29, 2019, the Board shall pay the Superintendent an annual pro-rated salary of one hundred ninety-two thousand dollars

(\$192,000.00) for the 2019-20 school year. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

b. The Board and the Superintendent have agreed that the Superintendent shall receive minimum salary increases of two percent (2%) annually beginning July 1, 2020 and each July 1st thereafter. In the event that the Board and the Superintendent agree that a salary increase should exceed the above percentage increase, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

2. Merit Bonuses. The Superintendent may receive a merit bonus in addition to his annual base salary. The merit bonus will be based upon his achievement of quantitative merit criteria and/or qualitative merit criteria. The Board and Superintendent shall select two (2) quantitative merit criteria and two (2) qualitative merit criteria per contract year including the 2019-20 school year. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. In the event the Executive County Superintendent disapproves any criterion, the parties shall agree on a new one and resubmit it for approval. The Superintendent shall receive a merit bonus in the amount 3.33% of his annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of 2.5% of annual base salary for each qualitative merit criterion achieved. Each year of this contract, the Board and Superintendent shall select two (2) quantitative merit criteria and two (2) qualitative merit criteria for the school year, and follow the above-described process.

Except in the final year of this contract, the determination as to whether any or all of the criteria have been satisfied will be made by a majority of the Board by no later than August 30th; in the final year it shall be made by June 30th, unless for reasons beyond the Board's control said determination cannot be made by that date. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criteria have been satisfied and shall await a confirmation from the Executive County Superintendent prior to payment of the merit bonus. The Board shall pay any merit bonus within thirty (30) days of receiving such confirmation from the Executive County Superintendent. This provision shall survive the expiration of this Contract.

3. Notwithstanding the foregoing, no salary increase of any kind will take effect on July 1, 2024 unless the parties have agreed to a contract extension and that extension has been approved by the Sussex County Executive County Superintendent. The terms of the extension will govern all increases to take effect after July 1, 2024. Any renewal, extension, or modification of this Contract shall comply with the notice provisions of *P.L.2007, c. 53, The School District Accountability Act* and *N.J.A.C. 6A:23A-3.1, et seq.*

4. No Reduction in Salary/Compensation. During the term of this Employment Contract, including any extension hereof, the Superintendent shall not be reduced in compensation and/or benefits except as otherwise provided by law.

B. Sick leave. The Superintendent shall receive twelve (12) sick days annually. Unused sick leave days shall be cumulative in accordance with the provisions of Title 18A. Upon the Superintendent's retirement from the District, the Board shall pay him for his unused accumulated sick leave days at his per diem rate of pay at that time, subject to a maximum payment of fifteen thousand dollars (\$15,000.00). The per diem rate will be calculated as 1/260th of his then annual salary. Payment shall be made within thirty (30) days of the Superintendent's last day of employment. No payment shall

be made to the Superintendent's estate or beneficiaries in the event of his death during the term of this Contract.

C. Professional Membership. The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Sussex County Administrators Association and any other organizations deemed important by the Superintendent and the Board. The Superintendent also shall be entitled to reimbursement for expenses incurred for attendance at professional conferences up to five thousand dollars (\$5,000.00) per school year and similar expenses which he may incur while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with Board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the AASA, and TechSpo. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board policies.

D. Professional Publications. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

E. Health Benefits:

1. The Board shall provide the Superintendent with individual or family health benefits coverage at his option. The Superintendent shall contribute toward the premium costs for all such coverages set forth in Chapter 78, *P.L. 2011* and any implementing regulations. The premium contribution shall be paid by the Superintendent through payroll deduction.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of twenty-five percent (25%) of the premium saved or five thousand dollars (\$5,000.00) for waiving such coverage.

F. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty-four (24) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1st of each year of the Contract.

2. The Superintendent shall take his vacation time after giving the Board President reasonable notice. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. The Board encourages the Superintendent to take his full vacation allotment each year; however, if the business demands of the District prevent him from using his vacation days, the unused vacation days may be carried over by the Superintendent to the next year. All days carried over must be used in the next year, or those days not taken will be forfeited.

4. Upon separation from employment, the Superintendent shall be paid for his unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as $1/260^{\text{th}}$ of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for his unused accumulated vacation days shall be made to his estate.

G. Holiday Leave. The Superintendent shall be entitled to the following holidays:

- (1) New Year's Day
- (2) Washington's Birthday
- (3) Good Friday
- (4) Memorial Day
- (5) Independence Day (and the day preceding if such holiday falls on a Tuesday and the day following if such holiday falls on a Thursday)
- (6) Labor Day
- (7) NJEA Convention Days
- (8) Thanksgiving and Day after Thanksgiving
- (9) Christmas Eve, Christmas Day and day following Christmas
- (10) New Year's Eve.

H. Personal Leave. The Superintendent shall be entitled to three (3) personal days per school year, to attend to personal business during the school day, with full pay during the work year. Personal days may be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days shall convert to sick days at the end of the school year subject to the maximum accumulation of fifteen (15) sick days per year.

I. Attendance Record. The Superintendent shall be responsible for keeping accurate attendance records and confirming such with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

J. Bereavement Leave. The Superintendent shall be granted up to five (5) days, commencing with the date of death, for the death of a member of his immediate family. Immediate family shall be defined as: parents, spouse, children, brother, sister, father-in-law, mother-in-law, and grandparents. The Superintendent shall be granted one (1) day to attend the funeral of a sister-in-law, brother-in-law and grandparent-in-law.

K. Mileage Reimbursement. The Superintendent shall be reimbursed for actual mileage when using his personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget.

L. Professional Liability. The Board agrees that it shall defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in his individual capacity or in his official capacity as agent and/or employee of the Board, provided the incident, which is the subject of any such demand, claim, suit, action or legal proceeding, arose while the Superintendent was acting within the scope of his employment. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against him, and the position of the Board in relation thereto, the Superintendent may engage his own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of his legal defense. The Board further agrees to cover the Superintendent under the Board's liability insurance policies, including employment practices liability coverage, in the minimum amount of \$1 million.

M. Salary Reduction Annuity Program. The Board and the Superintendent hereby agree that in accordance with *N.J.S.A. 18A:66-127*, *N.J.S.A. 18A:66-128*, and Section 403(b) (7) of the Internal Revenue Code, the Superintendent may voluntarily have his salary, reduced for the purpose of contributing to a tax-deferred annuity program in the same manner as is made available to every other employee of the District.

N. Cellular Telephone. The Board shall provide the Superintendent with a cellular telephone and pay the monthly charges for data and voice plans for his use in connection with his duties as Superintendent.

ARTICLE V **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30th in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. A copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a *Rice* notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question. On or before June 1st of each year of this Employment Contract, the Superintendent and the Board shall meet to review the

evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board by June 30 of each year of this Contract. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. If the parties have not already done so, then within sixty (60) days of the execution of this Employment Contract, the parties shall meet to establish the district's goals and objectives for the ensuing school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided. On, or prior to, June 1 of each succeeding school year, the parties will meet to establish the district's goals and objectives for the next succeeding school year, in the same manner and with the same effect as heretofore described.

ARTICLE VI **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate, the Superintendent's employment will cease, and no salary shall thereafter be paid, under any one of the following circumstances:

- (1) failure to possess/obtain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) forfeiture under *N.J.S.A. 2C: 51-2*;
- (4) mutual agreement of the parties;
- (5) notification in writing by the Board to the Superintendent in accordance with Article VII, at least one calendar year prior to the expiration of this Contract, of the Board's intent not to renew this Contract; or

(6) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10*, et seq.

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend him pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of his intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of his duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay his salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L. 2007, c. 53, The School District Accountability Act*.

ARTICLE VII RENEWAL - NON RENEWAL

This Employment Contract shall automatically renew for a term of five (5) years, expiring June 30, 2029, unless either of the following occurs:

A. the Board by contract reappoints the Superintendent for a different term allowable by law;

B. the Board notifies the Superintendent in writing, on or before June 30, 2023 that he will not be reappointed at the end of the current term, in which case his employment shall cease upon the expiration of this Contract. Any action by the Board to non-renew the Superintendent's employment shall be made by an affirmative vote of the majority of the full membership of the Board.

ARTICLE VIII **COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.

ARTICLE IX **SAVINGS AND CONFLICTS CLAUSE**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

ARTICLE X **RELEASE OF PERSONNEL INFORMATION** **PERSONNEL RECORDS AND PROCEDURAL RIGHTS**

The Superintendent shall have the right, upon request, to review the contents of his personnel file and to receive copies at Board expense of any documents contained therein. He shall be entitled to have a representative accompany him during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in his file that he believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by him shall be destroyed.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in his personnel file unless he has had an opportunity to review the material. The Superintendent shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

The parties also agree that the Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance and is permitted to address the Board in closed session with a representative of his choosing. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The members of the Board, individually and collectively, will refer to the Superintendent any and all criticisms, complaints and suggestions concerning the operation and management of the District called to their attention. The Board will not take action on any such criticisms, complaints, and/or suggestions until they are discussed by the Board members at a scheduled meeting of the Board and a consensus is reached to direct the Superintendent to study, recommend, and/or take action.

IN WITNESS WHEREOF, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

SUPERINTENDENT

SPARTA TOWNSHIP BOARD OF EDUCATION

Michael A. Rossi, Jr., Ph.D.

President

Date: _____

Date: _____